

Vanderburgh Misc.

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CONTRACT FOR ANNUAL ADJUSTMENTS AND TRENDING SERVICES

This Contract for Annual Adjustments and Trending Services ("Contract") is entered into this 15th day of May, 2007, by and between the Board of Commissioners of the County of Vanderburgh, State of Indiana, on behalf of the County Assessor, Township Assessors and Trustee Assessors hereinafter referred to collectively as "Assessor", and A & S Associates, an Indiana corporation, whose address is 1032 Meadowview Drive, New Albany, Indiana 47150 hereinafter referred to as "Contractor" for the purpose of engaging Contractor to perform the work described in a certain request for bids published April 13, 2007 (the "Request For Bids") for the purpose of completing annual adjustments and trending services as required by I.C. 6-1.1-4-4.5 and 50 IAC 21, for the compensation set forth herein.

RECITALS

- A. The Assessor has determined that Assessor should employ the Contractor as a technical advisor pursuant to the provisions of IC 6-1.1-4-17 for the purpose of completing annual adjustments as required by I.C. 6-1.1-4-4.5 and 50 IAC 21;
- B. The Assessor has advertised for bids according to the provisions of I.C. 6-1.1-4-18.5 and fulfilled all other statutory conditions precedent to the employment of a technical advisor;
- C. The Assessor wishes to contract with the Contractor and the Contractor is willing to be contracted by the Assessor;
- D. The Contractor is a Professional Appraiser as the term is defined in I.C. 6-1.1-4-17(c) and I.C. 6-1.1-31.7;
- E. This Contract is subject to the provisions of 50 IAC 15, and Contractor will comply with the provisions of 50 IAC 15 in connection with this Contract; and
- F. The Department of Local Government finance shall be known in this Contract as "the Department."

AGREEMENT

In consideration of the premises, mutual covenants and obligations of the parties, the Assessor and Contractor agree as follows:

ARTICLE I.

Incorporation of Recitals.

The foregoing recitals are adopted by the parties as being true and correct, and are hereby incorporated as binding representations of this Contract.

VANDERBURGH COUNTY

REC'D

MAY 13 2007

Don Shultz
AUDITOR

ARTICLE II.

Duties of the Contractor.

- A. The Contractor shall provide verbal and/or written reports, communications, data analysis and other related and necessary information to the Assessor. The Assessor and the Contractor may alter the scope and nature of the Services only upon mutual written agreement. The Contractor shall work closely with the Assessor to ensure that the Contractor completes those duties necessary so that the Assessor meets all statutory deadlines and other delivery dates contained herein. The Contractor agrees to work in conjunction with the Assessor to integrate and transfer information so as to provide information to the Assessor in a uniform format.
- B. The contractor shall provide technical assistance to the Assessor in connection with the determination of annual adjustments to real property in Vanderburgh County for the Assessment year of 2007, as requested and assigned by the authorized designate of the Assessor, under the terms and provisions of this Contract, in accordance with and furtherance of all rules governing annual adjustments and the assessment of real property promulgated by the Department, and all other applicable laws, statutes, ordinances, or administrative rules.
- C. The classes of property to be reviewed by the Contractor under this Contract are limited to Commercial and Industrial.
- D. For the classes of property listed in Article II.C. of this Contract, the Contractor will complete all responsibilities of the Assessor created under I.C. 6-1.1-4.4.5 and 50 IAC 21 regarding annual adjustments and the completion of required ratio studies, unless specifically listed as a duty of the Assessor under Article III, including but not limited to the following:
 1. The Contractor shall perform ratio studies (using the methods or combination of methods acceptable under the Standard on Ratio Studies published by the International Association of Assessing Officials ("IAAO") or other acceptable appraisal methods approved by the Department) from a download of the current real property data for commercial improved and vacant and industrial improved and vacant parcels. If the results from the ratio studies are outside of the standards set by the Department, land base rates, neighborhood delineation, neighborhood factors and stratification of property characteristics or type shall be used to further bring the ratio study into line with the state prescribed standards. These studies shall be done on a Township by Township basis. The median, coefficient of dispersion and the price related differential shall be provided. This will result in the Contractor developing annual trending adjustments for such classes of property.
 2. The Contractor shall conduct a complete review of the 2004 land valuation base rates to determine if those base rates either represent current market

valuations or need revision to reflect the current valuation date of January 1, 2006. Revisions, if necessary, will be made by the Contractor in report form indicating the effected geographic area, the newly determined land value base rate and any other change deemed appropriate. Support documentation will be provided showing cause for such change.

3. Verify sales of properties occurring within two (2) calendar years preceding the relevant assessment date in performance of the ratio studies considering the following:

- (a) Sales occurring before or after the assessment date shall be trended if appropriate, in accordance with the IAAO standard and the time adjusted sales price shall become the basis for all ensuing analysis.
- (b) If available sales data is insufficient to satisfy the IAAO standard, the Contractor may use sales from earlier or more recent time periods, or both, by adjusting and time trending the sales data as described in the IAAO standard.
- (c) If the Contractor determines that there are insufficient commercial and/or industrial improved property sales in order to determine an annual adjustment factor, the contractor may review one (1) or more of the following to derive an annual adjustment factor:
 - (1) Marshall or Swift cost and depreciation tables from the first quarter of the calendar year preceding the assessment date;
 - (2) Income data, rental data, market value appraisals, and other relevant evidence derived from appeals of the most recent assessment date and adjusted, as applicable, to the 1st day of January of the year preceding the assessment date;
 - (3) Commercial real estate reports;
 - (4) Governmental studies;
 - (5) Census data;
 - (6) Multiple listing services ("MLS") data;
 - (7) The independent study performed by the Indiana Fiscal Policy Institute;
 - (8) Other information or data to determine an annual adjustment factor.
- (d) All such sales shall be validated by the Contractor through field inspections or based on digital photographs to ascertain whether the assessment information is correct.

4. Review land values and neighborhood delineations for specified neighborhoods which exhibit an inequity in value to determine if any

modifications are needed in order to promote uniform and equal assessments.

5. The Contractor shall complete an apartment rent study with data compiled to produce gross rent multipliers for leased residential properties of one (1) to three (3) units, and calculate gross income multipliers for apartment buildings of four (4) units and up, taking into consideration vacancy rates, market rents and expense ratios. The Contractor shall create income capitalization rates for all other income producing properties such as leased warehouse, office, etc. Income producing properties shall have all three approaches to value taken into consideration. If an apartment rent study was conducted for the 2006 yearly update, then the Contractor shall review and update that study and shall, in addition, provide guidelines for apartment valuation.

6. Review ratio studies for each listed class of property and examine the coefficient of dispersion, median and price related differential to determine if an annual adjustment factor should be applied and determine the appropriate annual adjustment factor if required.

7. Notify the Contract Representative, designated under Article VII of this Contract, if any ratio study reveals a coefficient of dispersion, median and/or price related differential that is outside the appropriate ranges set in 50 IAC 21-11-1 and recommend appropriate actions to address any identified irregularities in accordance with the procedures set forth in 50 IAC 21.

8. Once the required standards are met, the Contractor shall complete an equalization study producing all statistical measures required by the Department. The Contractor shall also assist the Assessor in making equalization adjustments required by IC 6-1.1-13-5, compile and submit the study to the Department.

9. If the Contractor modifies parcel characteristics in any way, the Contractor agrees to generate complete parcel characteristics and parcel assessment data in a manner and format acceptable to the Department and the Legislative Services Agency no later than fifteen (15) business days prior to September 1, 2007.

E. All direct assessment activities must be performed by a level two assessor-appraiser certified under IC. 6-1.1-35.5. All work performed under this Contract must be organized, supervised, or reviewed by a level two assessor-appraiser certified under IC. 6-1.1-35.5. Additionally, a level two assessor-appraiser certified under IC. 6-1.1-35.5 must personally fulfill the following duties: verification of commercial and industrial sales disclosure forms.

- F. Administrative personnel employed by the Contractor may be used to fulfill the duties that the Assessor does not require to have performed personally by a level two assessor-appraiser.
- G. In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of Assessor or Contractor the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Contractor and affording the greater right or remedy to Assessor, shall govern, and the specifications contained in the following documents shall control in the following order:
1. I.C. 6-1.1-4-4.5, 50 IAC 21 and the rules and regulations promulgated by the Department;
 2. The Contract.
- H. The Contractor shall conduct a weekly class for the County Assessor and all Township Assessors to provide training for them with regard to the process of annual adjustments for commercial improved and vacant and industrial improved and vacant parcels. This training at these classes will also include how to complete an apartment rent study.
- I. The Contractor shall provide weekly reports in both electronic and written format. The final study results with all calculations, sales and data shall be forwarded to the Department in the format prescribed in 50 IAC 21. These reports shall also be provided to the County and Township Assessors.
- J. The Contractor shall provide all ratios, statistics, and final data in one of the following formats: Microsoft EXCEL, ACCESS or any similar spreadsheet and/or database format as provided by the Assessor. The foregoing may be integrated with the Vanderburgh County's geographic information system at the Assessor's discretion and expense. All ratio and neighborhood or market adjustment factor algorithms will be provided with accompanying documentation.
- K. The Contractor shall provide all appeals support should it be necessary for land values, neighborhood delineation, and every study provided by the Contractor such as gross rent multipliers, gross income, cap rates, etc.
- L. The Contractor shall provide public relations support, with support at public meetings and/or newspaper articles provided. Either one printed brochure for each improved parcel or five PDF files of brochures shall be provided as determined by the Assessor.

ARTICLE III. Duties of the Assessor.

The Assessor shall be responsible for providing the following:

- A. Electronic download of 2005 and 2006 sales disclosure files and Computer Assisted Mass Appraisal ("CAMA") data in Access or Excel format;
- B. Interactive access to the County GIS system;
- C. Space for taxpayer conferences and appeals;
- D. Property record cards with copies of sketches and interior information for all commercial and industrial properties that have sold; and
- E. The sending of notices of assessment (if any annual adjustment is applied) to each affected taxpayer pursuant to I.C. 6-1.1-4-22(a).

ARTICLE IV. Consideration.

The Assessor shall pay the Contractor as follows:

- A. A fee of One Hundred Eight Thousand Dollars (\$108,000.00) in full payment for the complete performance of all duties, responsibilities and activities set out in this Contract and on the work plan mutually agreed to under Article VIII of this Contract to be attached as Exhibit A.

ARTICLE V. Term of Contract.

- A. The term of this Contract shall commence upon full execution by all parties and shall terminate on September 1, 2007. The Contractor shall commence work under this Contract within seven (7) days following such execution.
- B. Except as otherwise provided herein, the Contractor shall complete all work to be performed under this Contract prior to September 1, 2007. The services described in Article II.D.9. shall be completed no later than fifteen (15) business days prior to September 1, 2007. The obligation to provide assistance required in connection with any appeals filed under I.C. 6-1.1-15 (Article II.K. of this Contract) shall survive the term of this Contract and continue until the final resolution of any such appeal.
- C. The Contractor, when not physically on site in Vanderburgh County, shall be available to the Assessor, by phone, during normal business hours with a required response time of within twenty-four (24) hours.

ARTICLE VI. Professional Appraiser Certification; Contract Void Upon Revocation.

- A. The Contractor must be certified as a "professional appraiser" under I.C. 6-1.1-31.7 in order to enter into this Contract. The Contractor represents and warrants that he/she/it is certified as a "professional appraiser" under IC 6-1.1-31.7 at the time of entering into this Contract, and will take all steps necessary to remain certified as a "professional appraiser" under I.C. 6-1.1-31.7 through the term of this Contract.
- B. In accordance with I.C. 6-1.1-31.7-4, this Contract is void and the Contractor may not receive additional funds under this Contract if the Contractor's certification as a "professional appraiser" under I.C. 6-1.1-31.7 is revoked.

ARTICLE VII. Contract Representative.

The County Assessor shall be the Contract Representative to serve as the primary contact person under the Contract.

ARTICLE VIII. Work Plan.

Before thirty (30) days after execution of this Contract, the Contractor shall deliver to the Contract Representative a work plan that shows a schedule for the completion of work under the Contract. The work plan is subject to approval by the County Assessor. The Contractor and Contract Representative must agree to a work plan within ten (10) days of its submission to the Contract Representative. The work plan shall ensure that all values generated by any form of annual adjustment under this Contract will be completed before such values are required by the Department in order to set tax rates. Upon approval of a work plan, it shall become Exhibit A and become a part of this Contract by this reference.

ARTICLE IX. Contract Reports and Monitoring.

The Contractor shall be required to provide progress reports to the Assessor on or before the first day of each week in both electronic and written format. The reports shall include the status of the work being done, and a clear report of the degree of progress toward completion of each of the different areas of work to be performed by Contractor. The Assessor may require that additional information be included in the reports. The Contractor shall submit the reports to the Contract Representative via email, on or before the first day of each week. The Assessor may at all times inspect the records of the Contractor to verify the progress and evaluate the quality of work performed. The Assessor may accompany the Contractor's personnel in their assigned duties to assure the Contractor's adherence with contractual specifications and approved procedures. The Contractor shall extend its full cooperation to the Contract Representative by providing access to all program related records, and by making personnel available upon request for the purpose of monitoring quality, performance and progress.

ARTICLE X. Time And Manner Of Payment.

The Contractor shall be paid for its services under this Contract in six (6) equal installments of Eighteen Thousand Dollars (\$18,000.00), with the first installment due upon the date of signing this Contract and subsequent installments being paid on the 1st day of June, July, August and September, 2007, and with the final installment being paid upon the completion of the appeals support provided for in Article II.K. of this Contract. The payment of all installments is subject to full compliance by the Contractor with its obligations under this Contract. Such subsequent monthly payments shall be made to the Contractor within thirty (30) days after approval for payment by the Contract Representative.

If all work is not completed under this Contract by the completion date specified in Article V of this Contract or if all required data is not submitted to the Department in the appropriate format in a timely manner, then all further payments will be suspended at that time until all work has been satisfactorily completed and approved by the Contract Representative and as otherwise required under this Contract. Payments of the suspended amount will be made to the contractor within thirty (30) days after that approval by the Contract Representative.

ARTICLE XI. Penalties.

Payments due under this Contract shall be reduced by the amount of One Thousand Dollars (\$1,000.00) per business day that any part of the review by the Contractor remains incomplete after any due date specified under this Contract. Such penalty shall not apply if any such incompleteness is due to a failure of the Assessor to perform its duties under Article III of this Contract.

ARTICLE XII. Responsibilities.

The final determination of the appropriate adjustment factors and assessed values are and shall remain the responsibility of the Assessor.

ARTICLE XIII. Non-Discrimination.

Pursuant to I.C. 22-9-1-10, the Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to the individual's hire, tenure, terms, conditions, or privileges of employment, because of the individual's race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.

ARTICLE XIV. General Provisions.

- A. This Contract sets forth the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior oral and written agreements

and understanding between the Assessor and the Contractor. No representation, promise, inducement, or statement of intention has been made by either party which is not set forth in this Contract and neither party shall be bound by or liable for any alleged representation, promise, inducement or statement of intention not so set forth.

B. No waiver, alteration, modification, or cancellation of any of the provisions of this Contract shall be binding unless made in writing and signed by all those signing this Contract, or his or her successors in office. The failure of either party at any time or times to require performance of any provisions of this Contract shall not be considered a waiver and will in no manner affect the right at a later time to enforce that provision.

C. In the event that one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions contained in this Contract. If any provisions contained in this Contract shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it then shall appear.

D. This Contract shall be subject to and interpreted in accordance with the law of the State of Indiana and suit, if any, shall be brought in Indiana courts in Vanderburgh County, Indiana.

E. This Contract shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives, provided, however, that this Contract is not binding upon a successor to the elected office of an undersigned Assessor without the successor's prior written consent, nor can the rights, duties, and privileges of the Contractor under this Contract be transferred, sublicensed or assigned by it, either in whole or in part, without the prior written consent of the Assessor.

ARTICLE XV. Delays.

Whenever the Contractor or the Assessor have knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, they shall within five (5) days provide written notice of the delay to the other party by certified mail, return receipt requested, including all relevant information with respect to the actual or potential cause of the delay.

In the event of a delay by the Department, legislative action or court ruling, the Assessor reserves the right to re-negotiate all terms of the Contract, including costs.

ARTICLE XVI. Appeals.

The Contractor shall provide all required support of values to the Property Tax Assessment Board of Appeals, including the formal hearing, informal hearing and re-inspection of the subject property as needed. These duties shall be performed by a competent Indiana State Certified Level II Assessor/Appraiser. This duty of the Contractor shall terminate when all appeals have been resolved.

If an assessed value and/or annual adjustment factor recommended by the Contractor is appealed to any reviewing body, the Contractor or its employee or representative shall, if at least seven (7) days notice is given to the Contractor, appear at any hearing scheduled on the appeal of the parcel to explain its calculations and defend the recommendation. This duty of the Contractor shall terminate when all appeals have been resolved.

ARTICLE XVII. Independent Contractor.

In the performance of this Contract, Contractor will be acting in an individual capacity and not as an agent, employee, partner, joint venturer or associate of the Assessor. The employees or agents of the Contractor shall not be deemed or construed to be the employees or agents of the Assessor for any purpose whatsoever.

ARTICLE XVIII. Liability.

The Contractor agrees to indemnify, defend, and hold harmless the Assessor and his or her township and county, and all agents, officers and employees of those townships and that county, from all claims and suits including, court costs, attorney's fees, and other expenses, caused by any act or omission of the Contractor and/or its subcontractors, in connection with this Contract.

ARTICLE XIX. Subcontracting.

The Contractor must obtain the prior written approval of the Contract Representative before subcontracting all or any portion of this Contract. This limitation shall not apply to the purchase of standard commercial supplies or raw materials.

ARTICLE XX. Force Majeure.

Neither party shall be liable for delays or performance failures resulting from and caused by acts beyond the party's control. Such acts shall include acts of God, acts of war, epidemics, communication line failures, power failures, earthquakes, and other similar disasters. In every case, the delays must be beyond the control and without the fault or negligence of the non-performing party.

ARTICLE XXI. Maintaining A Drug-Free Workplace.

Contractor hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this Contract a drug-free workplace, and that it will give written notice to the Assessor within ten (10) days after receiving actual notice that an employee of the Contractor has been convicted of a criminal drug violation occurring in Contractor's workplace.

In addition to the provisions of the above, if the total contract amount set forth in this Contract is in excess of \$25,000.00, Contractor further agrees that this Contract is expressly subject to the terms, conditions and representations contained in the Drug-Free Workplace certification executed by Contractor in conjunction with this Contract and which is appended as an Attachment to this Contract.

It is further expressly agreed that the failure of Contractor to in good faith comply with the terms of the above, or falsifying or otherwise violating the terms of the certification referenced above shall constitute a material breach of this Contract, and shall entitle the Assessor to impose sanctions against Contractor including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of Contractor from doing further business with the County for up to three (3) years.

ARTICLE XXII. Confidential Nature of Appraisal Data.

The Contractor shall assure that no individual on the Contractor's staff shall disclose any appraisal information to any individual, firm or corporation other than appropriate public officials and their authorized agents. Any data, which is to be released, shall be provided to the Assessor who shall provide for its release. However, the Department and the Legislative Services Agency shall have unrestricted access to the Contractor's work product under this Agreement.

ARTICLE XXIII. Identification.

All field personnel involved with the completion of this Agreement shall carry identification cards, which will include a photograph of the individual and the County Assessor's signature. All automobiles used by field personnel shall be marked appropriately and registered with County Sheriff's office, with local police departments located within the county, and with the County Assessor's office.

ARTICLE XXIV. Work Product Delivery.

The Contractor shall be responsible for the delivery of the following products to the Assessor at the completion or termination of this Agreement:

- A. Documentation of procedures used throughout the reassessment program;
- B. Any and all training materials and manuals used to train the Contractor's staff;
- C. All field worksheets for each parcel of real property;

- D. All maps and/or other information provided for the Contractor by the Assessor;
- E. All information gathered, created, or reviewed for the verification of sales disclosure; forms, neighborhood delineations, land values, and/or any time adjustments to sales prices; and
- F. All ratio studies and supporting documentation.

ARTICLE XXV. Contractor Employees – Project Manager.

The Contractor shall assign by name an Indiana Level II Assessor/Appraiser as project manager. The assigned Indiana Level II Assessor/Appraiser shall be:

ARTICLE XXVI. Office Space.

The Assessor shall not be responsible for providing the Contractor with office space in connection with the execution of this contract. All furnishings, equipment, supplies, and telephone shall be supplied by the Contractor.

ARTICLE XXVII. Ownership.

The Contractor expressly agrees that it is an independent contractor of the Assessor, and that all work product, notes, materials, reports, specifications, source data, maps, computer tapes and digital data generated or created are work-for-hire, and are and remain the sole property of the Assessor, as are all information, documents, data, and other matters conveyed by the Assessor to the Contractor in performance of its Services.

The Assessor shall own all materials provided to the Assessor as deliverable products. The Contractor may not in any form distribute, sell, loan, lease or provide the information or data associated with this Agreement in raw or altered form without express written authorization from the Assessor.

Notwithstanding the foregoing, in the event the Contractor is required by interrogatories, requests for information or documents, subpoena, civil investigation, demand or similar process, to disclose any of the materials identified above, it is agreed that the Contractor will provide immediate notice of such request(s) to the Assessor. The Contractor will use reasonable efforts to resist disclosure until an appropriate protective order or protective agreement may be sought and/or the Assessor grants a waiver of compliance with the provisions of this Agreement. If, in the absence of a protective order or waiver of compliance, a court of law or the State of Indiana or an agency thereof requires the disclosure of the information, then the Contractor may disclose information as required.

ARTICLE XXVIII. Proscribed Activity.

The Contractor shall not file any type of real or personal property appeal on behalf of any person(s), corporations or business entities in regards to property owned, held or possessed in Vanderburgh County, Indiana; nor will the Contractor provide information

assistance to any appellant or taxpayer representative unless otherwise so directed by an agency of the State of Indiana or by a court of law of competent jurisdiction.

ARTICLE XXIX. Workers' Compensation and Liability Insurance.

The Contractor shall maintain the following insurance during the life of the Contract:

- A. Comprehensive General Liability insurance covering all operations to include:
 - Independent contractors
 - Contractual liability (broad form)
 - Completed operations Products and completed operations
 - Personal injury with employment exclusion deleted
 - Limits: Bodily Injury and Property Damage combined single limit of \$1,000,000 per occurrence \$2,000,000 aggregate
- B. Automobile Liability:
 - Covering all owned, non-owned and hired automobiles
 - Limits: Bodily Injury and Property Damage combined single limit of \$1,000,000
- C. Professional Liability
 - Limits: \$1,000,000 each claim
- D. Workers Compensation:
 - Limits: Coverage A: Statutory
Coverage B: Employers Liability
\$ 100.00 each accident
\$500,000 disease -policy limit
\$100,000 disease -each employee
 - Contractor shall maintain and pay premiums for such public liability insurance, property damage insurance and Workers' Compensation as will fully protect it from claims under the Indiana Workers Compensation Act and from any other claims for damages to persons not covered by said Act because of bodily injury, including death, which may arise from or during the performance of the work described in this contract, and Contractor shall furnish proof unto Assessor that it has in force said insurance by submitting to Assessor, or agent thereof, a memorandum copy of insurance coverage Umbrella Liability:
 - Limits: \$1,000,000 per occurrence and aggregate applying to all bodily injury, personal injury, property damage and errors or omissions.

F. If the General Liability or Professional Liability coverages are provided by a policy on a claims made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or the applicable extended reporting period shall be no earlier than two (2) years after completion of the contract.

G. All coverage shall be placed with an insurance company that is "A" rated and duly admitted in the State of Indiana and shall be reasonably acceptable to Assessor. Coverage shall be afforded to the additional insureds regardless of whether or not a claim is in litigation

H. For each type of insurance which Contractor is required to maintain under this Contract, Contractor shall furnish to the Assessor a Certificate or Certificates of Insurance showing that each such type of insurance is in full force and effect, naming the Assessor as an additional insured and providing that such insurance cannot be amended or cancelled without at least thirty (30) days' written notice to Assessor.

IN WITNESS WHEREOF, the parties have executed this contract by their duly authorized officers this 1st day of may, 2007.

BOARD OF COMMISSIONERS OF
VANDERBURGH COUNTY

By: _____
Cheryl Musgrave, President

By: B. Nix
Bill Nix, Vice President

By: Troy A. Ornatta
Troy A. Ornatta, Member

ATTESTED:

William J. Fluty
Bill Fluty, Auditor

Cynthia A. Stutz
Vanderburgh County Assessor

CONTRACTOR:

A & S ASSOCIATES

By Charles J. Simmons Pres.
[Signature]

Name Printed: Charles Simmons

Its: _____

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EXHIBIT A